UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA

In re:	)	Chapter 7
JOE BROWN COMPANY, INC., et al.,	)	Case No. BK-16-13563-SAH
Debtors.	)	Jointly Administered

MOTION FOR AN ORDER (A) APPROVING THE SALE OF THE DEBTORS' JOE BROWN COMPANY, INC. AND JOE BROWN LEASING, INC. ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS TO THE WINNING BIDDER AND NOTICE OF OPPORTUNITY FOR HEARING AND NOTICE OF HEARING

NOTICE OF OPPORTUNITY FOR HEARING

Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document. If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Avenue, Oklahoma City, OK 73102 **by March 15, 2017**. You should also serve a file-stamped copy of your response or objection to the undersigned movant's attorney and others who are required to be served and file a certificate of service with the Court. If no response or objection is timely filed, the Court may grant the requested relief without a hearing or further notice.

NOTICE OF HEARING (TO BE HELD ONLY IF A RESPONSE IS FILED)

Notice is hereby given that if a response is filed in the manner, and within the time limit stated above, the hearing on the response shall be held on **April 19, 2017 at 9:30 A.M.**, in the Ninth Floor Courtroom of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma. If no response is timely filed and the Court grants the requested relief prior to the stated hearing date, the hearing will be stricken from the docket of the court.

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Douglas N. Gould ("**Trustee**"), trustee in the above-captioned jointly administered bankruptcy case, files this motion (the "**Sale Motion**") for entry of an order (the "**Sale Order**") approving the auction sale (the "**Sale**") of substantially all of the assets (collectively, the "**Tangible Assets**") of Joe Brown Company, Inc., Case No. 16-15363 ("**JBC**") and Joe Brown Leasing, Inc., Case No. 16-13565 ("**JBL**"), free and clear of all liens, claims, encumbrances, and interests to the Winning Bidder (as defined under Paragraph No. 8 below). The **JBC Tangible Assets** are identified on the attached **Exhibit "1"**. The **JBL Tangible Assets** are identified on the attached **Exhibit "2"**.

The **Trustee** has filed a **Motion for an Order Establishing Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' JBC and JBL Assets; (B) Approving the Form and Manner of Notices; (C) and Scheduling Dates for An Auction and Sale Hearing** (the "**Bid Procedures Motion**") [Dkt. No. 55].[1] The **Order Approving the Bid Procedures Motion** specifies the bidding procedures pursuant to which the **Trustee** proposes to sell the **Tangible Assets**.

In support of this Sale Motion, the Trustee respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 1334 and 157. This Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. The statutory bases for the relief requested herein are sections 105 and 363 of title 11, United States Code (the "**Bankruptcy Code**"), and Rules 2002, 4001, and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

BACKGROUND

[1] Capitalized terms used but not otherwise defined herein have the same meaning ascribed to them in the Bid Procedures Motion.

3. On September 1, 2016, (the "**Petition Date**"), **JBC** and affiliates **JBL** and Joe Brown Holding, Inc. Case No. BK-16-13566 ("**JBH**") filed voluntary petitions for relief pursuant to Chapter 7 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Oklahoma (the "**Bankruptcy Court**"). Thereafter, Douglas N. Gould was appointed Trustee for each of the bankruptcy estates of Debtors. By order entered October 19, 2016 [Doc: 23], the bankruptcy estates of Debtors are being jointly administered. Trustee does not believe that **JBH** was engaged in business other than as the stockholder for **JBL** nor does Trustee believe that **JBH** owns any **Tangible Assets.** The **Tangible Assets** of both **JBC** and **JBL** as identified on the attached **Exhibits "1" and "2"**. Trustee proposes to sell free and clear of liens claims and interests in a single auction **Sale** the assets of **JBC** and **JBL**. **JBC** and **JBL** will be collectively referred to as "**Debtors**" herein.

4. Prior to the **Petition Date, Debtors** were transporters of sand, gravel, other aggregates and frac sands. **Debtors**' business depended heavily upon the demand for oilfield services which is in turn was highly dependent upon the price of hydrocarbons. After ceasing operations, the **Debtors**' transportation equipment was marshalled to a yard located at 1650 Sam Noble Parkway, Ardmore, Oklahoma 73401. All **Tangible Assets** including tractors, pneumatic trailers, tankers, belly dumps, end dumps, flat bed trailers and other personal property owned by the **Debtors** and as set forth in more detail on **Exhibits "1" and "2"** continue to depreciate and generate ongoing administrative costs related to securing, storing and maintaining those assets. Where indicated on **Exhibit 1 and Exhibit 2**, the **Tangible Assets** are subject to the security interests of the secured creditors CAT Financial Services Corp. ("**CAT**"), Mercedes Benz Financial Services USA, LLC ("**MBFS**") and Peoples' Capital & Leasing, Corporation ("**PCLC**") (collectively referred to as "**Secured Creditors**".

5. Accordingly, the Trustee proposes to sell the **Tangible Assets** at an auction ("**Auction**") to the **Winning Bidder or Bidders** (as defined under Paragraph No. 8 below), subject to the bidding procedures set forth in the **Order Approving the Bid Procedures Motion**, free and clear of all liens, claims, encumbrances, and interests to the fullest extent permitted by Section 363 of the Bankruptcy Code.

RELIEF REQUESTED

6. By and through this **Sale Motion**, upon the conclusion of a hearing to approve the Sale (the "**Sale Hearing**"), the **Trustee** respectfully requests the Court to enter a **Sale Order** approving the **Sale** of the **Tangible Assets**, free and clear of all liens, claims, encumbrances, and interests of any kind to the Winning Bidder.

TERMS OF THE PROPOSED SALE

7. Based upon his investigation of **JBC'S** and **JBL**'s assets and affairs (including, without limitation, the existing liens encumbering the **JBL**'s **Tangible Assets**), the **Trustee** believes that it is in the best interests of **JBC'S** and **JBL**'s estate and creditors to pursue the Sale of the **Tangible Assets** under Sections 105 and 363 of the Bankruptcy Code. The **Trustee** further believes that marketing for the highest and best offer(s) and conducting the **Auction** will enable **JBC'S** estate and **JBL**'s estate to maximize value for all creditors.

8. The Trustee intends to conduct the Auction on **April 11, at 9:00 A.M. (prevailing Central Time)** at the Debtors' yard and offices located at 1650 Sam Noble Parkway, Ardmore, OK 73401, or at such other time or other place to be determined by the **Trustee**. The **Trustee** proposes to use the following procedures for the Auction:

- Only **Qualified Bidders** that have submitted Qualified Bids will be entitled to make a bid at the Auction;
- Each **Qualified Bidder** may appear in person or have an authorized representative appear on the Qualified Bidder's behalf; Each Qualified Bidder

may appear telephonically to a conference call number to be provided to all Qualified Bidders at least 2 business days before the sale.

- Each **Qualified Bidder** participating in the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale.

- The **Trustee**, in his reasonable business judgment and in consultation with the **Secured Creditors**, based in part on the terms of the **Qualified Bids** received, the number of **Qualified Bidders** participating in the Auction, and such other information as may be relevant, will conduct the Auction in the manner which he determines will best promote the goals of the bidding process and will achieve the maximum value for the **Tangible Assets**;

- At the Auction, **Qualified Bidders** will be permitted to increase their Qualified Bids (such increased Qualified Bid, a "**Qualified Overbid**"), provided that such **Qualified Overbid** must exceed the next highest bid by the qualified increment set forth in Paragraph A.2 of the Bidding Procedures attached to the Bid Procedures Motion as Exhibit "3" ("**Qualified Increment(s)**"). In the case of the Secured Creditors, each **Qualified Overbid** may take the form of additional credit bid amounts in **Qualified Increments** up to the allowed amount of each of the secured creditors claim against the Debtor with respect to each Secured Creditor's collateral as referenced in **Exhibit "2"** and only with respect to the respective Lots that comprise the **Secured Creditor's** Collateral.

- **Qualified Bidders** may then submit successive bids in **Qualified Increments**, *provided, however*, that the Trustee, in consultation with the **Secured Creditors**, shall retain the right to modify, in his reasonable business judgment, the bid increment requirements at the Auction.

- At the conclusion of the Auction or, if no other **Qualified Bids** are received by the Bid Deadline, then as soon as practicable after the Bid Deadline, the Trustee, in consultation with the **Secured Creditors**, shall review each **Qualified Bid** on the basis of the factors relevant to the bidding process, including those factors affecting the speed and certainty of consummating the Sale, and identify the highest, best and/or otherwise financially superior offer for the Tangible Assets (the "**Winning Bid**" and the entity or individual submitting such Winning Bid, the "**Winning Bidder**"). There may be only one **Winning Bid** for each Lot, or alternatively, one Winning Bid for a bulk purchase. No credit bid will be allowed or accepted as a Bulk Bid. The Trustee, in consultation with the **Secured Creditor**, shall also name the entity presenting the next highest bid (the "**Next Highest Bid**") and the entity or individual presenting same (the "**Next Highest Bidder**"). At the Sale Hearing, the Trustee shall present the **Winning Bid** and **Next Highest Bid** to the Court for approval. The Trustee's presentation of the announced Winning Bid to the Court for approval does not constitute the Trustee's acceptance of such Winning Bid. The Trustee shall have accepted a Winning Bid only when the Court has approved such bid.

- A 10% **Buyer's Premium** shall be added to all **Winning Bids** except that if any of the Secured Creditors are the **Winning Bidder** with a credit bid, then no **Buyer's Premium** shall be charged.

- The Trustee, in consultation with the **Secured Creditors**, may continue the Auction from time to time, adjourn the Auction at any time and re-open the Auction at any time prior to the commencement of the Sale Hearing. In no event shall the Auction extend beyond the date set for the Auction.

- The Trustee reserves all rights to terminate the bidding process at any time if the Trustee determines, in his reasonable business judgment, in consultation with **Secured Creditors**, that the bidding process will not maximize the value of the Debtor's bankruptcy estate. In addition, the Trustee reserves all rights, after consultation with the Secured Creditors, not to accept any bid that is not acceptable for approval to the Court. Without limiting the generality of the foregoing, the Trustee, in consultation with Secured Creditors, may reject, at any time before entry of an Order from the Court approving the Sale, approving any bid that, in the Trustee's discretion, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Debtor, its estate and its creditors.

9. The **Tangible Assets** are subject to the security interests/liens claimed by the Secured Creditors. Trustee believes, except as noted, a reasonable probability exists that the sales price for the **Tangible Assets** will exceed the Secured Creditors' Claims.

10. A portion of **CAT**'s secured claim is $93,315.38 secured by 6 2011 Trail King trailers. The value of the Trail King trailers subject to **CAT**'s secured lien exceeds the amount of its secured claim. The remaining portion of CAT's secured claim is $156,314.03 secured by 5 2012 Polar Pneumatic Trailers. The value of the 2012 Polar Pneumatic Trailers is $114,000.00, At **CAT**'s option, the 4 2012 Polar Pneumatic Trailers in JBL's possession will be included in the sale or will be surrendered to **CAT**. If **CAT** agrees to include the 4 2012 Polar Pneumatic Trailers in the sale, **CAT** will be allowed to credit bid up to the amount of the $96,000.00 value of the 4 2012 Polar Pneumatic Trailers in JBL's possession.

11. **MBFS's** secured claim is $539,000.00. The value of MBFS's collateral exceeds its secured claim. MBFS's shall be allowed to credit bid up to the $539,000.00 of its secured claim.

12. **PCLC's** secured claim is in excess of $78,496.18. The value of PCLC's collateral is $86,000. PCLC shall be allowed to credit bid up to the $86,000.00 allowed amount of its secured claim.

13. If no Qualified Bid is received with respect to Lots 1, 2, 3, 4, 5, 6 and 7 by the Bid Deadline, then the Auction will not be held with respect to Lots 1-7 and the automatic stay shall terminate and the assets composing Lots 1-7 shall be abandoned authorizing the Secured Creditors to immediately take possession of the Tangible Assets subject to the security interests of **CAT**, **MBFS** and **PCLC** without any further action by the Secured Creditors.

14. Accordingly, the Trustee, in the exercise of his reasonable business judgment, believes that the Sale is in the best interest of all parties and represents the best opportunity for the Debtor to maximize recoveries for its estate and creditors.

15. Trustee has employed Business Valuators & Appraiser, L.L.C. ("**BVA**") to conduct the Auction sale as ordered by the Court [Dkt. 26].

16. **BVA** will assist with the individual asset auction by identifying and contacting potential buyers as described below:

i. **BVA** will advertise nationally and internationally by direct mail, full color brochures and complete website access, prominent periodicals and newspapers (collectively the "**Media**"). A complete catalog is provided to every registered auction bidder.

ii. **BVA** will set-up online Internet auction bidding services through TMILive.

iii. Auction proceeds including the 10% Buyers Premium will be tallied and confirmed by **BVA** and paid to the Bankruptcy Estate as soon as practical, but no later than ten (10) banking days following the auction.

iv. **BVA** will provide auction site, security and maintain an internet based, due diligence site which includes maintenance records.

v. **BVA** will make all units operable via key start that are economically feasible to start.

vi. **BVA** will provide original and negotiable titles prior to auction.

vii. **BVA** will provide a list of buyer prospects which **BVA** has been in contact with regarding Lot Bid and/or Bulk Bid Proposals.

I. THE TRUSTEE'S SALE OF THE TANGIBLE ASSETS TO THE WINNING BIDDER SHOULD BE APPROVED PURSUANT TO SECTION 363(b)(1) OF THE BANKRUPTCY CODE.

17. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate". 11 U.S.C. § 363(b)(1). Courts have uniformly held that approval of a proposed sale of property pursuant to Section 363(b) of the Bankruptcy Code is appropriate if a court finds that the proposed sale represents a reasonable business judgment on the part of the trustee or debtor-in-possession. *See Institutional Creditors of Continental Air Lines, Inc. v. Continental Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) (applying reasonable business judgment standard to sale of assets under section 363(b) of the Bankruptcy Code); *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Donohue*, 410 B.R. 311, 315 (Bankr. D. Kan. 2009); *In re Buerge*, 479 B.R. 101, 106 (Bankr. D. Kan. 2012); *In re Med. Software Solutions*, 286 B.R. 431, 439–40 (Bankr. D. Utah 2002).

18. In addition, a bankruptcy trustee or debtor-in-possession's business judgment is entitled to substantial deference with respect to the procedures to be used in selling assets of the

estate. *See, e.g., Official Committee of Subordinated Bondholders v. Integrated Resources. Inc.* (*In re Integrated Resources, Inc.*), 147 B.R. 650, 656-57 (Bankr. S.D.N.Y. 1992) (noting that the proposed bidding procedures are to be reviewed according to the deferential "business judgment" standard, under which such procedures are "presumptively valid"). Here, the Trustee's proposed Sale is reasonable, appropriate, and within the Trustee's sound business judgment, because it will serve to maximize the value of the Debtor's estate.

19. In addition to a sound business purpose, courts require that there be adequate and reasonable notice of the sale and a fair and reasonable price and good faith negotiations with the buyer. *See In re Abbotts Dairies*, 788 F.2d at 147; *In re Buerge*, 479 B.R. at 106; *In re JL Bldg., LLC*, 452 B.R. 854, 859 (Bankr. D. Utah 2011); *In re Med. Software Solutions*, 286 B.R. at 439-40.

20. Ultimately, though, the paramount goal of any proposed sale of property of a debtor is to maximize the value received by the estate, and courts uniformly agree that competitive bidding maximizes value and is appropriate in the bankruptcy context. *See, e.g., Four B. Corp. v. Food Barn Stores. Inc.* (*In re Food Barn Stores, Inc.*), 107 F.3d 558, 564-65 (8th Cir. 1997) (with reference to bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand."); *In re Buerge*, 479 B.R. at 106 ("The trustee's duty is to maximize the value obtained from a sale."); *In re C.W. Min. Co.*, 08-20105 JAB, 2010 WL 841395 (Bankr. D. Utah Mar. 2, 2010) (courts "must always scrutinize whether a trustee has fulfilled his duty to maximize the value obtained from a sale"); *In re Psychrometric Sys., Inc.*, 367 B.R. 670, 674, 76 (Bankr. D. Colo. 2007) (recognizing the "strong policy favoring competitive bidding" for sales in bankruptcy proceedings); *Integrated Resources*, 147 BR. at 659 ("It is a well-established principle of bankruptcy law that the Debtor's duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting

Cello Bag Co. v. Champion Int'l Corp. (*In re Atlanta Packaging Prods., Inc.*), 99 B.R. 124, 131 (Bankr. ND. Ga. 1988)).

21. The Trustee submits that his decision to propose the Sale of the **Tangible Assets** is a reasonable business one in light of the circumstances and is in the best interest of the Debtor's estate and its creditors. The Trustee further submits that the proposed Sale presents the best opportunity to realize the maximum value of the Tangible Assets for distribution to creditors and is necessary to preserve the value of the Tangible Assets for the Debtor's estate and its creditors. And, because the proposed Sale will be conducted pursuant to the Auction procedures outlined under Paragraph No. 8 above and the Bidding Procedures attached as Exhibit "3" to the Bid Procedures Motion, it will very likely yield the highest and best offer for the Tangible Assets. Accordingly, the Trustee submits that the Sale of the Tangible Assets is an appropriate exercise of the Trustee's business judgment.

II. THE TRUSTEE'S SALE OF THE TANGIBLE ASSETS SHOULD BE APPROVED PURSUANT TO SECTION 363(F) OF THE BANKRUPTCY CODE.

22. At the Sale Hearing, the Trustee will seek entry of the Sale Order authorizing and approving the Sale of the Tangible Assets to the Winning Bidder, free and clear of all liens, claims, encumbrances, and interests pursuant to Section 363 (f) of the Bankruptcy Code.

23. Section 363(f) of the Bankruptcy Code permits a bankruptcy trustee to sell property under Section 363(b) of the Bankruptcy Code "free and clear of any interest in such property" if one of the following conditions is satisfied:

> (1) applicable non-bankruptcy law permits the sale of such property free and clear of such interest;
> (2) such entity consents;
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
> (4) such interest is in bona fide dispute; or
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

24. One or more of the conditions set forth in Section 363(f) of the Bankruptcy Code will be satisfied with respect to the Sale of the Tangible Assets. For example, Section 363(f)(2) of the Bankruptcy Code will be satisfied because each of the parties claiming an interest in and to the Tangible Assets, if any, will consent, or absent any objection to this Sale Motion, will be deemed to have consented to the Sale of the Tangible Assets.

25. In addition, applicable case law provides that a sale of a debtor's assets free and clear of all liens, claims, encumbrances, and interests is permissible under Section 363(f) of the Bankruptcy Code so long as the liens, claims, encumbrances, and interests attach to the net proceeds of the sale. *Folger Adam Security, Inc. v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 259 (3d Cir. 2000) ("The holdings of the courts suggest that any interest in property that can be reduced to a money satisfaction constitutes a claim for purposes of section 363(f) and, therefore, attaches to the proceeds of the sale."); *In re Elliot*, 94 B.R. 343, 345 (ED. Pa. 1988). Here, any interest claimed in and to the Tangible Assets will attach to the Sale proceeds to the same extent, validity and priority that existed prior to the Sale of the Purchased Assets, thereby satisfying Section 363(f) of the Bankruptcy Code

26. Accordingly, the Trustee's proposed Sale of the Tangible Assets, free and clear of all liens, claims, encumbrances, and interests is permissible under, and should be approved pursuant to, Section 363 (f) of the Bankruptcy Code.

III. THE WINNING BIDDER SHOULD BE FOUND TO BE A GOOD FAITH BUYER.

27. Section 363(m) of the Bankruptcy Code states:

> The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in

> good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

28. While the Bankruptcy Code does not define "good faith", the Tenth Circuit has held that the standard for a good faith purchaser is one who buys (i) in "good faith," i.e., through a sale that does not involve fraud or collusions, and (ii) for value. *See* In *re Indep. Gas & Oil Producers, Inc.*, 80 Fed. Appx. 95, 99-100 (10th Cir. 2003) (citing *Tompkins v. Frey (In re Bel Air Associates, Ltd.)*, 706 F.2d 301 (10th Cir. 1983)); *Plotner v. AT&T*, 172 B.R. 337, 341 (W.D. Okla. 1994) ("A sale lacks good faith when it 'involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.") (citations omitted); *In re Abbotts Dairies*, 788 F.2d at 147 ("The requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a buyers good faith status at a judicial sale involves fraud, collusion between the buyer or the trustee, or an attempt to take grossly unfair advantage of other bidders."); *see also In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting *In re Bel Air Assocs., Ltd.*, 706 F.2d 301, 305 (10th Cir. 1983)).

29. The Trustee will present evidence at the Sale Hearing showing that the proposed sale transaction finalized with the Winning Bidder is the result of and due to the open and competitive nature of the Bidding Procedures attached as Exhibit "3" to the Bid Procedures Motion, and will be the result of arm's length negotiations in good faith. In addition, the proposed sale transaction with the Winning Bidder will necessarily be "for value," as it will be the result of an open marketing process that will set the value for the Tangible Assets. The Trustee, therefore, requests that the Court make a finding at the Sale Hearing that the Winning Bidder has acted in good faith within the meaning of Section 363(m) of the Bankruptcy Code.

IV. THE FOURTEEN (14) DAY STAY PROVIDED FOR IN BANKRUPTCY RULE 6004(H) SHOULD BE WAIVED.

30. Due to the increasing administrative expenses of the Debtor's estate combined with the rate at which the Tangible Assets are depreciating, an immediate need exists to facilitate the orderly and, more importantly, timely Sale of the **Tangible Assets**. Therefore, the Trustee requests the Court to lift the stay provided by Bankruptcy Rule 6004(h), so that the Sale of the Tangible Assets can be finalized immediately upon the entry of the Sale Order**.**

V. CONCLUSION.

For the above-stated reasons, the Trustee respectfully requests the Court to grant the relief requested in this Sale Motion and such other and further relief to which the Court considers the Trustee entitled under the circumstances.

Respectfully submitted this 22nd day of February, 2017.

s/Douglas N. Gould
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CERTIFICATE OF SERVICE

This is to certify that on February 22, 2017 a true and correct copy of the Motion to Sell was forwarded via U.S. Mail, first class, postage prepaid to the attached mailing matrix:

s/Douglas N. Gould
Douglas N. Gould

Joe Brown Company asset inventory

LOT	UNIT	DESCRIPTION	SERIAL NUMBER	FLV	Claim
8	678	HEIL ALUM PNEUMATIC 1010 CU FT	1HLS1M7BXD7T00097	23,000	
11-A	1755	2006 CPS BELLY DUMP TRAILER	5MC11162X6P006114	10,000	
11-B	1756	2006 CPS BELLY DUMP TRAILER	5MC1116216P006115	10,000	
11-C	1757	2006 CPS BELLY DUMP TRAILER	5MC1116236P006116	10,000	
11-D	1758	2006 CPS BELLY DUMP TRAILER	5MC1116256P006117	10,000	
11-E	1760	2006 CPS BELLY DUMP TRAILER	5MC1116296P006119	10,000	
11-F	1762	2006 CPS BELLY DUMP TRAILER	5MC1116276P006121	10,000	
11-G	1763	2006 CPS BELLY DUMP TRAILER	5MC1116296P006122	10,000	
11-H	1764	2006 CPS BELLY DUMP TRAILER	5MC1116206P006123	10,000	
11-I	1765	2006 CPS BELLY DUMP TRAILER	5MC1116226P006124	10,000	
11-J	1766	2006 CPS BELLY DUMP TRAILER	5MC1116246P006125	10,000	
12-A	1474	1990 FRUEHAUF BELLY DUMP	1H4H04026LJ026904	5,000	
12-B	1475	1990 FRUEHAUF BELLY DUMP	1H4H04028LJ026905	5,000	
12-C	1476	1990 FRUEHAUF BELLY DUMP	1H4H04023LJ026908	5,000	
12-D	1477	1990 FRUEHAUF BELLY DUMP	1H4H04025LJ026909	5,000	
12-E	1478	1990 FRUEHAUF BELLY DUMP	1H4H04021LJ026910	5,000	
12-F	1741	1990 FRUEHAUF BELLY DUMP		2,000	
13	1441	1988 FRUEHAUF BELLY DUMP	1H4H04128JL008503	4,000	
14	1777	2007 EAGLE ROCK END DUMP TRAILER	1E9DP39237T316584	2,000	
15-A	1724	2005 CLEMENT END DUMP TRAILER	5C2BB38B35M004183	9,000	
15-B	1725	2005 CLEMENT END DUMP TRAILER	5C2BB38B85M003918	9,000	
16	1619	2003 RAM END DUMP TRAILER	1R91A37263H336411	12,000	
17	1572	1997 CLEMENT END DUMP	1C9BB32B3VM110232	6,000	
18-A	1569	1996 RANCO END DUMP	1R9ESB508TL008222	6,000	
18-B	1570	1996 RANCO END DUMP	1R9ESB50XTL008223	3,000	
19	2071	2015 TRANSCRAFT 48FT FLAT BED	1TTF482SXF3885072	17,000	
20-A	1678	1992 WABASH FLAT BED TRAILER	1JJF48271NL179119	2,500	
20-B	1679	1992 WABASH FLAT BED TRAILER	1JJF48279NL179160	2,500	
21	1718	1975 FONTAINE FLAT BED	26117	2,000	
22	1720	1973 FONTAINE FLAT BED	20710	2,000	
23	887	1966 FRUEHAUF 40 FT FLAT BED	MEF463606	2,000	
24	2064	1998 FRUEHAUF 53 FT BOX VAN	1UYVS2539WP420694	3,000	
25	945	1980 INTERNATIONAL WINCH TRUCK	AA175KA10605	4,000	
26	942	1962 MACK WINCH TRUCK - YARD ONLY	21401	2,000	
27	1928	2012 INTERNATIONAL PROSTAR	3HSDJSJR7CN605556	5,000	
28	1533	1994 FREIGHTLINER FL60 BOX VAN	1FV3GFAC3RL659551	3,000	
29	699	1990 SNORKLE 60 FT MANLIFT	9629780996	2,000	
29		LINCOLN MDL. IDEALARC 250-250 STOCK WELDER	AC-643416	1,000	
29		MILLER MDL. DIALARC HF STICK/TIG WELDER		1,000	
29		COLL-CRIMP I MDL. T-400 HYDRAULIC HOSE CRIMPER		1,000	
29		COOLTECH MDL. 34700Z FREON RECOVERY UNIT, MFD. BY SPX ROBINAIR		1,000	
29		CUSTOM DESIGNED AND MANUFACTURED 30-TON CAPACITY HYDRAULIC PRESS		1,000	
29		SUMMIT 21 ENGINE LATHE WITH 8' BED		1,000	
29		SHARP MDL. SP-2 MILLING CENTER, MFD. 08/1989		1,000	
29		(2) 36" SINGLE SPEED 110-VOLT PORT-A-COOL FANS		1,000	
29		DAEWOO MDL. D35S-2 FORKLIFT, 6700-LB. CAPACITY, 3-STAGE MAST, GASOLINE FUELED, WITH 48" FORKS AND PNEUMATIC TIRES	FZ-00261	5,000	
29		(5) CENTRAMATIC AUXILIARY POWER UNITS		3,000	
29		SPARE PARTS, HAND TOOLS AND MISCELLANEOUS OFFICE FURNISHINGS		1,000	
29		2013 INTERNATIONAL PROSTAR TRUCK - salvage	3HSDJSJ5DN154489	500	

Joe Brown Leasing asset inventory

LOT	UNIT	DESCRIPTION	SERIAL NUMBER	FLV	Claim	Equity or (Deficit)	Claim No.	Claimant
1-A	2074	2016 FREIGHTLINER CASCADIA	3AKJGLDV7GSHB5790	50,000				
1-B	2075	2016 FREIGHTLINER CASCADIA	3AKJGLDV9GSHB5791	40,000				
2-A	2034	2013 FRIEGHTLINER CASCADIA	1FUJGLDV3DSBS3238	30,000				
2-B	2035	2013 FRIEGHTLINER CASCADIA	1FUJGLDV5DSBS3239	30,000				
2-C	2036	2013 FRIEGHTLINER CASCADIA	1FUJGLDV1DSBS3240	30,000				
2-D	2037	2013 FRIEGHTLINER CASCADIA	1FUJGLDV3DSBS3241	30,000				
2-E	2038	2013 FRIEGHTLINER CASCADIA	1FUJGLDV5DSBS3242	30,000				
2-F	2040	2013 FRIEGHTLINER CASCADIA	1FUJGLDV9DSBS3244	30,000				
2-G	2041	2013 FRIEGHTLINER CASCADIA	1FUJGLDV0DSBS3245	30,000				
2-H	2042	2013 FRIEGHTLINER CASCADIA	1FUJGLDV2DSBS3246	30,000				
2-I	2043	2013 FRIEGHTLINER CASCADIA	1FUJGLDV4DSBS3247	30,000				
				270,000	286,716	(16,716)	#2.6	Mercedes Benz
2-J	2044	2013 FREIGHTLINER CASCADIA	1FUJGLDV6DSBS3248	30,000				
2-K	2045	2013 FREIGHTLINER CASCADIA	1FUJGLDV8DSBS3249	30,000				
2-L	2046	2013 FREIGHTLINER CASCADIA	1FUJGLDV4DSBS3250	30,000				
2-M	2047	2013 FREIGHTLINER CASCADIA	1FUJGLDV6DSBS3251	30,000				
2-N	2048	2013 FREIGHTLINER CASCADIA	1FUJGLDV8DSBS3252	16,000				
				136,000	55,380	80,620	#2.7	Mercedes Benz
3-A	1904	2012 FREIGHTLINER CASCADIA	1FUJGLDV7CSBD9145	26,000				
3-B	1905	2012 FREIGHTLINER CASCADIA	1FUJGLDV9CSBD9146	26,000				
3-C	1906	2012 FREIGHTLINER CASCADIA	1FUJGLDV0CSBD9147	26,000				
3-D	1907	2012 FREIGHTLINER CASCADIA	1FUJGLDV2CSBD9148	26,000				
3-E	1908	2012 FREIGHTLINER CASCADIA	1FUJGLDV4CSBD9149	26,000				
3-F	1941	2012 FREIGHTLINER CASCADIA	1FUJGLDV0CSBD9150	26,000				
3-G	1942	2012 FREIGHTLINER CASCADIA	1FUJGLDV2CSBD9151	26,000				
3-H	1943	2012 FREIGHTLINER CASCADIA	1FUJGLDV4CSBD9152	7,000				
3-I	1944	2012 FREIGHTLINER CASCADIA	1FUJGLDV6CSBD9153	15,000				
3-J	1945	2012 FREIGHTLINER CASCADIA	1FUJGLDV8CSBD9154	26,000				
				100,000	49,527	50,473	#2.3	Mercedes Benz
3-K	1963	2012 FREIGHTLINER CASCADIA	1FUJGLDVXCSBD9155	7,000				
3-L	1964	2012 FREIGHTLINER CASCADIA	1FUJGLDV1CSBD9156	26,000				
3-M	1965	2012 FREIGHTLINER CASCADIA	1FUJGLDV3CSBD9157	7,000				
3-N	1966	2012 FREIGHTLINER CASCADIA	1FUJGLDV5CSBD9158	26,000				
3-O	1967	2012 FREIGHTLINER CASCADIA	1FUJGLDV7CSBD9159	26,000				
				92,000	71,585	20,415	#2.4	Mercedes Benz
4-A	2028	2013 INTERNATIONAL PROSTAR +	3HSDJSJR5DN154490	7,000				
4-B	2029	2013 INTERNATIONAL PROSTAR +	3HSDJSJR7DN154491	12,000				
4-C	2030	2013 INTERNATIONAL PROSTAR +	3HSDJSJR9DN154492	12,000				
4-D	2031	2013 INTERNATIONAL PROSTAR +	3HSDJSJR0DN154493	8,000				
				39,000	75,286	(36,286)	#2.5	Mercedes Benz
5-A	1924	2012 INTERNATIONAL PROSTAR +	3HSDJSJR2CN605552	12,000				
5-B	1925	2012 INTERNATIONAL PROSTAR +	3HSDJSJR4CN605553	12,000				
5-C	1926	2012 INTERNATIONAL PROSTAR +	3HSDJSJR6CN605554	12,000				
5-D	1929	2012 INTERNATIONAL PROSTAR +	3HSDJSJR1CN605557	9,000				
5-E	1930	2012 INTERNATIONAL PROSTAR +	3HSDJSJR3CN605558	12,000				
5-F	1931	2012 INTERNATIONAL PROSTAR +	3HSDJSJR5CN605559	12,000				
5-G	1932	2012 INTERNATIONAL PROSTAR +	3HSDJSJR1CN605560	12,000				
5-H	1933	2012 INTERNATIONAL PROSTAR +	3HSDJSJR3CN605561	12,000				
5-I	1934	2012 INTERNATIONAL PROSTAR +	3HSDJSJR7CN605563	12,000				
				105,000	55,380	49,620	#2.8	People's Capita
6-A	1955	2011 TRAIL KING PNEUMATIC	1TKP04227CW064308	22,000				
6-B	1956	2011 TRAIL KING PNEUMATIC	1TKP04229CW064309	22,000				

Joe Brown Leasing asset inventory

LOT	UNIT	DESCRIPTION	SERIAL NUMBER	FLV	Claim	Equity or (Deficit)	Claim No.	Claimant
6-C	1957	2011 TRAIL KING PNEUMATIC	1TKP04225CW064310	22,000				
6-D	1958	2011 TRAIL KING PNEUMATIC	1TKP04227CW064311	22,000				
6-E	1959	2011 TRAIL KING PNEUMATIC	1TKP04221CW064319	22,000				
6-F	1960	2011 TRAIL KING PNEUMATIC	1TKP04226CW074375	22,000				
				132,000	71,451	60,549	#2.1	CAT Financial
7-A	2050	2012 POLAR PNEUMATIC TRAILER	1PMB14122C5011534	24,000				
7-B	2051	2012 POLAR PNEUMATIC TRAILER	1PMB14124C5011535	24,000				
7-C	2052	2012 POLAR PNEUMATIC TRAILER	1PMB14126C5011536	24,000				
7-D	2053	2012 POLAR PNEUMATIC TRAILER	1PMB14128C5011537	24,000				
				96,000	129,781	(33,781)	#2.2	CAT Financial
10-A	1859	2010 CPS BELLY DUMP	5MC111620AP011296	16,000				
10-B	1860	2010 CPS BELLY DUMP	5MC111622AP011297	16,000				
10-C	1862	2010 CPS BELLY DUMP	5MC111626AP011299	16,000				
10-D	1863	2010 CPS BELLY DUMP	5MC111629AP011300	16,000				
10-E	1864	2010 CPS BELLY DUMP	5MC111620AP011301	16,000				
10-F	1865	2010 CPS BELLY DUMP	5MC111622AP011302	16,000				
10-G	1866	2010 CPS BELLY DUMP	5MC111624AP011303	16,000				
10-H	1867	2010 CPS BELLY DUMP	5MC111626AP011304	16,000				
10-I	1868	2010 CPS BELLY DUMP	5MC111628AP011305	16,000				

Label Matrix for local noticing
1087-5
Case 16-13563
Western District of Oklahoma
Oklahoma City
Wed Feb 22 13:30:00 CST 2017

Greenwich Insurance Company
c/o Meltzer, Purtill & Stelle LLC
300 South Wacker Drive
Suite 2300
Chicago, IL 60606-6701

Joe Brown Company, Inc.
PO Box 1669
Ardmore, OK 73402-1669

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c/o Evan S. Goldstein, Esq.
Updike, Kelly & Spellacy, P.C.
100 Pearl Street, 17th Fl.
PO Box 231277
Hartford, CT 06123-1277

USBC Western District of Oklahoma
215 Dean A. McGee
Oklahoma City, OK 73102-3426

ABBOTT BUILDING CO.
PO BOX 60550
MIDLAND TX 79711-0550

ADVANCE BUSINESS CAPITAL A TRIUMPH CO.
701 CANYON DRIVE, SUITE 100
COPPELL TX 75019-3873

ADVANCE MOBILE WASH SERVICE
P.O. BOX 34
ARDMORE OK 73401

ADVENTURE ENTERPRISES, INC.
P. O. BOX 3453
EDMOND OK 73083-3453

AETNA LIFE INSURANCE COMPANY
P.O. BOX 7247-0213
PHILADELPHIA PA 17170-0213

AIRGAS SYSTEM LLC
818 N OAK STREET
GUTHRIE OK 73044-1874

AIRGAS USA LLC
P.O. BOX 676015
DALLAS TX 75320-4769

ALK TECHNOLOGIES INC.
P.O. BOX 204769
DALLAS TX 75320-4769

ALLY
P.O. BOX 78234
PHOENIX AZ 85062-8234

AMERICAN HERITAGE LIFE INSURANCE CO.
P.O. BOX 650514
DALLAS TX 75265-0514

ANDREW JAMES BURTON
P.O. BOX 877
ARDMORE OK 73402-0877

ARBUCKLE INVESTMENTS INC.
10 W MAIN, SUITE 306
ARDMORE OK 73401-6515

ARDMORE CHAMBER OF COMMERCE INC.
P.O. BOX 1585
ARDMORE OK 73402-1585

ARDMORE PHYSICAL THERAPY INC.
P O BOX 1686
ARDMORE OK 73402-1686

ARDMORE WATER DEPARTMENT
P.O. BOX 249
ARDMORE OK 73402-0249

AT&T
P O BOX 105414
ATLANTA GA 30348-5414

AUTO ELECTRIC SALES
614 MOORE SW P O BOX 609
ARDMORE OK 73402-0609

Aetna, Inc.
Andrew F. Lopez
McGuireWoods LLP
PO Box 31247
Charlotte, NC 28231-1247

Airgas USA LLC
110 West 7th St Suite 1400
Tulsa OK 74119-1077

Arbuckle Investments, Inc.
c/o Teresa Brown
10 W. Main Street, Ste 306
Ardmore, OK 73401-6515

BAKER CORP
P O BOX 843596
LOS ANGELES CA 90084-3596

BELL & COMPANY
4504 BURROW DR
NORTH LITTLE ROCK AR 72116-7039

BILLINGSLEY FORD INC. ARDMORE
P O BOX 1745
SHAWNEE OK 74802-1745

BILLY RAY AND ANGIE BEAN
P.O. BOX 73
MANNSVILLE OK 73447-0073

BLESSING GRAVEL LLC
4109 S HUTCHINS LN
TISHOMINGO OK 73460-4039

BLUE BEACON INTERNATIONAL INC.
PO BOX 856
SALINA KS 67402-0856

BMO Harris Bank N.A.
c/o Stewart E. Field, OBA #2891
6440 S. Lewis Ave., Suite 100
Tulsa, OK 74136-1039

BOWMAN TIRE & AUTO SERVICE
P O BOX 853
ARDMORE OK 73402-0853

BROWN SCOTT
1628 BRENTWOOD CIRCLE
ARDMORE OK 73401-9796

BUREAU OF WASTE MANAGEMENT
100 SW JACKSON, SUITE 320
TOPEKA KS 66612-1366

CABLE ONE
PO BOX 78407
PHOENIX AZ 85062-8407

CAPITAL ONE BANK
P O BOX 60599
CITY OF INDUSTRY CA 91716-0599

CITY TRAILER INC.
10220 W. RENO AVE, SUITE 100
OKLAHOMA CITY OK 73127-7155

COLONIAL LIFE & ACCIDENT
P.O. BOX 1365
COLUMBIA SC 29202-1365

COMDATA NETWORK INC.
P O BOX 845738
DALLAS TX 75284-5738

COMMUNITY CARE EAP
P O BOX 21228 DEPT 4
TULSA OK 74121-1228

COOPER AUTO STORES
207 E MAIN
DAVIS OK 73030-1903

COUNTRY BUILDING CENTER - ARDMORE
821 W MAIN
ARDMORE OK 73401-4540

Caterpillar Financial Services Corporation
Jerome S. Sepkowitz
4800 N. Lincoln Blvd.
Oklahoma City, OK 73105-3321

Clifford S. Brown
1628 Brentwood Cir
Ardmore, OK 73401-9796

DAVENPORT GROUP, INC.
4166 LEXINGTON AVE N
SAINT PAUL MN 55126-6106

DAVID GOULD - 03
P.O. BOX 926
CALERA OK 74730-0926

DAVIS MUNICIPAL AUTHORITY
227 E MAIN ST
DAVIS OK 73030-1903

DEHART SHEET METAL & ROOFING
115 4TH SW
P O BOX 914
ARDMORE OK 73401-4908

DELBERT HEARN
119 SHANNON DR
MCLOUD OK 74851-9000

DELTA DENTAL
P.O. BOX 960020
OKLAHOMA CITY OK 73196-0020

DENNIS PISON
927 P. STREET SW
ARDMORE OK 73401-3584

DEPARTMENT OF ENVIRONMENT QUALITY ADMIN
P.O. BOX 2036
OKLAHOMA CITY OK 73101-2036

DIRECT DISCOUNT TIRES OF STILLWATER
601 S. MAIN
STILLWATER OK 74074-4060

DIRECTORY PUBLISHING SOLUTIONS
16640 CHESTERFIELD GROVE ROAD
SUITE 220
CHESTERFIELD MO 63005-1410

DOLESE BROS. CO.
P.O. BOX 960144
OKLAHOMA CITY OK 73196-0144

E & A MATERIALS, INC
P.O. BOX 365
WICHITA FALLS TX 76307-0365

EAST TEXAS POTASH LP
18046 DEER TRAIL,
FLINT TX 75762-4000

EDWARDS INDUSTRIES, INC.
P.O. BOX 180
PAULS VALLEY OK 73075-0180

EUGENE EARLEY
12403 PINEVIEW CIRCLE
KINGSTON OK 73439-5508

EVERBANK COMMERCIAL FINANCE, INC.
P.O. BOX 911608
DENVER CO 80291-1608

EXIT 5 SAND & GRAVEL, LLC
P.O. BOX 911608
DENVER CO 80291-1608

Everbank Commercial Finance
10 Waterview Blvd
Parsippany NJ 07054-7607

FASTENAL COMPANY
P.O. BOX978
WINONA MN 55987-0978

FEDERAL EXPRESS
P.O. BOX 660481
DALLAS TX 75266-0481

FIRST NATIONAL BANK
P.O. BOX 69
ARDMORE OK 73401

FUTURE INVESTMENTS CO.
P.O. BOX 14905
OKLAHOMA CITY OK 73113-0905

Fastenal Company
2001 Theurer Blvd
Winona MN 55987-9902

Fleetcor Technologies
16800 Greenspoint Park Suite 255N
Houston TX 77060-2387

GRAHAM INTERNATIONAL, INC.
5800 TEXOMA PARKWAY
SHERMAN TX 75090-2134

GRAHAM TRUCK TIRE CENTER, LP
1002 W, BULLOCK STREET
DENISON TX 75020-5806

Greenwich Insurance Company
c/o Timothy W. Brink
Meltzer Purtill & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, IL 60606-6701

HALIBURTON ENERGY SERVICES
3000 N. SAM HOUSTON PKWY E
BUILDING PLAZA 2, ROOM 3220L
HOUSTON TX 77032

HALL'S ENTERPRISES, INC
14815 US HWY 70
ARDMORE OK 73401-8780

HANSON AGGREGATES - DAVIS
799 E PARKER AVE
P O BOX 599
DAVIS OK 73030

HAROLD J. FORMBY, III
P.O. BOX 446
ATOKA OK 74525-0446

HAZARDOUS WASTE MGMT FUND KDHE
1000 SW JACKSON STE 320
TOPEKA KS 66612-1366

HEARTLAND LLC
P.O. BOX 2462
ARDMORE OK 73402-2462

HIBU INC. - WEST
P. O. BOX 660052
DALLAS TX 75266-0052

HIRERIGHT LLC
PO BOX 847891
DALLAS TX 75284-7891

HRDIRECT
P. O. BOX 451179
FORT LAUDERDALE FL 33345-1179

HUNTER HEAT & AIR LLC
707 S LAKE MURRAY DR
ARDMORE OK 73401-3845

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30 MONTGOMERY STREET
SUITE 1000
JERSEY CITY NJ 07302-3865

J J KELLER & ASSOCIATES
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CAROL STREAM IL 60197-6609

JAMES SUPPLIES
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PAULS VALLEY OK 73075-0360

JEFFERY MEEKS
1313 WEST TULSA
SULPHUR OK 73086-2214

JIM BROWN
14009 SAW MILL RD
OKLAHOMA CITY OK 73170-8724

JOE BROWN HOLDING, INC.
P. O. BOX 1669
ARDMORE OK 73402-1669

JOE BROWN LEASING, INC.
P.O. BOX 1669
ARDMORE OK 73402-1669

JOE BROWN PROPERTIES
P.O. BOX 1669
ARDMORE OK 73402-1669

JOE BROWN PROPERTIES, INC.
1650 SAM NOBLE PARKWAY
ARDMORE OK 73401-7155

JOE BROWN PROPERTIES, INC.
1712 HIGHWAY 199E
ARDMORE OK 73401-1607

JOE BROWN PROPERTIES, INC.
90 HIGHWAY 110
DAVIS OK 73030-9387

JOE BROWN RENTALS, INC
1628 BRENTWOOD CIRCLE
ARDMORE OK 73401-9796

JOE BROWN RENTALS, INC
20 3RD AVE NE ARDMORE OK 73401

JOE WOODWARD
148 BUCKSKIN
ARDMORE OK 73401-7284

Joe Brown Company, Inc.
McCarty Enterprises Group, LLC.
450 Main Street
Oley, PA 19547-9256

Joe Brown Properties, Inc.
c/o Teresa Brown
10 W. Main Street, Ste 306
Ardmore, OK 73401-6515

Joe Brown Rentals, Inc.
1628 Brentwood Cir
Ardmore, OK 73401-9796

John Trevor Hammons
707 North Robinson
Oklahoma City, OK 73102-6010

KEYSTONE FLEX ADMIN.
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EDMOND OK 73083-5502

LAW OFFICE OF WILLIAM E. JOHNSON
3141 HOOD ST. SUITE 650
DALLAS TX 75219-5019

LAWSON PRODUCTS, INC.
P.O. BOX 809401
CHICAGO IL 60680-9401

LOBDOCK, INC.
2000 N. DREXEL BLVD.
OKLAHOMA CITY OK 73107-3130

MANUFACTURER'S NEWS INC.
1633 CENTRAL STREET
EVANSTON IL 60201-1569

MARK MONROE
C/0 DAVID M. CURTIS
381 CASA LINDA PLAZA #103
DALLAS TX 75218-3471

MARK URBANOSKY
P. 0. BOX 1669
ARDMORE OK 73402-1669

MARTIN MARIETTA MATERIAI,S, INC.
P.O. BOX 677061
DALLAS TX 75267-7061

MCKNOWN FAMILY CLINIC
P.O. BOX 2371
ARDMORE OK 73402-2371

MERCY MEDICAL CLINIC
P.O. BOX 505119
SAINT LOUIS MO 63150-5119

MHC KENWORTH
P.O. BOX 271270
OKLAHOMA CITY OK 73137-1270

MICHAEL BARE
2600 SKYLARK RD
CHICKASHA OK 73018-2678

MONTGOMERY TIRE & ALIGNMENT, INC
600 SOUTH 2ND
DUNCAN OK 73533-7576

MORDY, MORDY, PEREHM & WILSON PC
P .0. BOX 457
ARDMORE OK 73402-0457

MPH PENSION CONSULTANTS, LLC
6001 BRIDGE STREET SUITE 100
FORT WORTH TX 76112-2494

MUTUAL OF OMAHA
P.O. BOX 2147
OMAHA NE 68103-2147

Mark Monroe
Mitchell & Hammond
512 NW 12th Street
Oklahoma City, OK 73103-2407

Martin Marietta Materials Inc
J Lance Hopkins
219 W Keetoowah
Tahlequah OK 74464-3821

Meltzer Purtill & Stelle LLC
c/o Timothy W. Brink
Meltzer Purtill & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, IL 60606-6701

NEW YORK LIFE
P.O. BOX 742582
CINCINNATI OH 45274-2582

OKLAHOMA AZTEC CO., INC.
44701 TOOLEY ROAD
ASHER OK 74826-3602

OKLAHOMA DEPT OF TRANSPORTATION DIV 4 ANNEX
1100 E RENO
OKLAHOMA CITY OK 73117-1806

OKLAHOMA PETROLEUM DIRECTORY
110 N. ROBINSON, SUITE 400
OKLAHOMA CITY OK 73102-9022

OWENS CORNING SALES LLC
P O BOX 69050
CHARLESTON WV 25334

Oklahoma Department of Environmental Quality
707 North Robinson
Oklahoma City, OK 73102-6010

PAUL D. OZBIRN
214 WEST MAIN STREET
DAVIS OK 73030-1750

PRATT REGIONAL MEDICAL CENTER
200 COMMODORE
PRATT KS 67124-3099

PREMIER TRUCK GROUP/ATC HOLDCO
P O BOX 272430
OKLAHOMA CITY OK 73137-2430

PRODUCERS COOP ELEVATOR
P.O. BOX 69
FLOYDADA TX 79235-0069

PROFESSIONAL OFFICE EQUIPMENT
7 WEST MAIN STREET
ARDMORE OK 73401-6513

PROGRESSIVE ENERGY, LLC
P.O. BOX 698
ARDMORE OK 73402-0698

People's Capital and Leasing Corp.
c/o Evan S. Goldstein, Esq.
Updike, Kelly & Spellacy, P.C.
100 Pearl Street, PO Box 231277
Hartford CT 06123-1277

PetroChoice Dynamo LLC dba Universal Lubrica
2824 N Ohio
Wichita, KS 67219-4319

Premier Truck Group
4200 Port Blvd
Dallas TX 75241-7637

Producers Cooperative Elevator of Floydada,
Christopher Staine
324 N Robinson Ave Ste 100
Oklahoma City, OK 73102-6417

RAMSEY MEDIAWORKS, LLC
P.O. BOX 279
JOPLIN MO 64802-0279

RAYMOND SHEEHY
607 LORRAINE ROAD
ARDMORE OK 73401-9160

RED ROCK PIT
P.O. BOX 238
CONNERVILLE OK 74836-0238

RES EARTH AND CABLE LLC
11101 W 120TH AVE STE 400
BROOMFIELD CO 80021-3436

RFE, INC.
721 P. ST NE
ARDMORE OK 73401

ROBERT E. MCCARTY, JR.
450 MAIN STREET SUITE 1
OLEY PA 19547-9256

ROBERTS TRUCK CENTER OF OKLAHOMA, INC.
621 INTERSTATE DRIVE
ARDMORE OK 73401-9338

ROCKING C4 TRUCKING, LLC
P.O. BOX 943
ATOKA OK 74525-0943

Roger S. Cox
Underwood Law Firm
P.O. Box 9158
Amarillo, TX 79105-9158

SCOTT BROWN
P.O. BOX 1669
ARDMORE OK 73402-1669

SELECT, LLC P.O.
BOX 850327
YUKON OK 73085-0327

SERBER, LLC
1820 W. 18TH STREET
PLAINVIEW TX 79072

SHANE'S D & H WRECKER SERVICE
1600 REFINERY ROAD
ARDMORE OK 73401-1631

SHARON SHINN
3106 STONE CREEK DRIVE
ARDMORE OK 73401-1449

SOUTHERN TIRE MART, LLC
P.O. BOX 1000
MEMPHIS TN 38148-0001

SOUTHWEST TRAILERS & EQUIPMENT
P.O. BOX 82518
OKLAHOMA CITY OK 73148-0518

SPENCE TRUCKING
P.O. BOX 518
ELGIN OK 73538-0518

STAPLES ADVANTAGE
P.O. BOX 83689
CHICAGO IL 60696-0001

STAPLES CREDIT PLAN
P.O. BOX 78004
PHOENIX AZ 85062-8004

STAR AUTOMOTIVE, INC.
1017 N. WASHINGTON
ARDMORE OK 73401-6736

SUNSHINE INDUSTRIES, INC
P.O. BOX 1729
ARDMORE OK 73402-1729

SYN-TECH SYSTEMS
P.O. BOX 5258
TALLAHASSEE FL 32314-5258

Summit Truck Group
Underwood Law Firm
c/o Roger S. Cox, Esq.
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Amarillo, TX 79105-9158

T & W TIRES
P.O. BOX 258859
oKLAHOMA CITY OK 73125-8859

TERESA BROWN
219 WOOD LN
ARDMORE OK 73401-1157

TERESA J. BROWN
P.O. BOX 1669
ARDMORE OK 73402-1669

(c)TERRY SAWYER
4680 180TH ST
NOBLE OK 73068-6425

TEXAS TOLLWAYS CSC
P.O. BOX 650749
DALLAS TX 75265-0749

THE ARDMOREITE
P.O. BOX 1328
ARDMORE OK 73402-1328

THE LINCOLN NATIONAL LIFE INS. CO.
P.O. BOX 7247-0439
PHILADELPHIA PA 19170-0001

THE SHERWIN-WILLIAMS CO.
P.O. BOX 6027
CLEVELAND OH 44101-1027

THE UPS STORE
720 N. COMMERCE
ARDMORE OK 73401-3915

THE VERNON COMPANY
P.O. BOX 600
NEWTON IA 50208-0600

TIMOTHY COFFEE
RT 1 BOX 431
NOBLE OK 73068

TMW SYSTEMS INC
P.O. BOX 203455
DALLAS TX 75320-3455

TOM CATE
9837 CR 4918
WOLFE CITY TX 75496-2149

Teresa J. Brown
10 W. Main Street, Ste 306
Ardmore, OK 73401-6515

Timothy W. Brink
Meltzer Purtill & Stelle LLC
300 South Wacker Drive
Suite 2300
Chicago, IL 60606-6701

U.S. SMALL BUSINESS ADMINISTRATION
14925 KINGSPORT RD
FORT WORTH TX 76155-2243

UNIFIRST HOLDINGS INC
1415 WAYNE CABANISS DRIVE
DENISON TX 75020-9078

UNITED PARCEL SERVICE
LOCKBOX 577
CAROL STREAM IL 60132-0577

UNIVERSAL PRESSURE PUMPING
3173 US HWY 277
CARRIZO SPRINGS TX 78834-4835

UNIVERSAl, LUBRICANTS, LLC
P.O. BOX 244
BEDFORD PARK IL 60499-0244

USAVISION GROUP ACCOUNTS
P.O. BOX 2181
LOWELL AR 72745-2181

United States Trustee
United States Trustee
215 Dean A. McGee Ave., 4th Floor
Oklahoma City, OK 73102-3479

VIRILLO, LLC
630 NW 10TH AVENUE
PORTLAND OR 97209-3202

W W GRANGER, INC
P.O. BOX 419267
KANSAS CITY HO 64141-6267

WAINSCO, INC
107 S. COMMERCE
ARDMORE OK 73401-3902

WALLIS PRINTING
28 N. WASHINGTON
ARDMORE OK 73401-7013

WASTE COLLECTION., DUNCAN
5900 E. U.S. HWY 7
DUNCAN OK 73533-7610

WASTE CONNECTIONS INC., DUNCAN
5900 EAST HWY 7
DUNCAN OK 73533-7610

WEBB YOUNG WEB, INC.
P.O. BOX 22127
OKLAHOMA CITY OK 73123-0127

WELLS FARGO FINANCIAL LEASING
P.O. BOX 6434
CAROL STREAM IL 60197-6434

Wells Fargo Financial Leasing, Inc.
800 Walnut Street
MAC N0005-055
Des Moines, IA 50309-3605

XL INSURANCE
21255 NETWORK PLACE
CHICAGO IL 60673-1212

YP
P.O. BOX 5010
CAROL STREAM IL 60197-5010

ZIPLOCAL
235 E 1600 S SUITE 110
PROVO UT 84606-7353

Beauchamp M. Patterson
McAfee & Taft
211 North Robinson
Two Leadership Square - 10th Floor
Oklahoma City, OK 73102

Douglas N. Gould
6303 Waterford Blvd Suite 260
Oklahoma City, OK 73118-1118

Mark Monroe
c/o Mitchell & Hammond
512 NW 12th Street
Oklahoma City, OK 73103-2407

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

IPFS Corporation
30 Montgomery Street
Suite 1000
Jersey City, NJ 07302

Addresses marked (c) above for the following entity/entities were corrected as required by the USPS Locatable Address Conversion System (LACS).

TERRY SAWYER
4680 180TH AVENUE
NOBLE OK 73068

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)IPFS Corporation

(u)Martin Materials Inc.

(u)Premium Assignment Corporation
c/o Andrews Davis PC
100 N. Broadway, Ste. 3300
Oklahoma City United States

(u)Caterpillar Financial Services Corporation

(u)DELL FINANCIAL SERVICES

(u)INTERNAL REVENUE SERVICE

(d)MPH Pension Consultants, LLC
6001 Bridge Street, Suite 100
Fort Worth, TX 76112-2494

(u)OPENGATE TECHNOLOGIES
2421 AUTUMN RUN ROAD SUITE E
34010

(d)Sunshine Industries Inc
PO Box 1729
Ardmore, OK 73402-1729

(u)David Payne

(u)Dennis Pinson

(u)Ricky Allen Parker

End of Label Matrix

Mailable recipients	194
Bypassed recipients	12
Total	206

Label Matrix for local noticing
1087-5
Case 16-13565
Western District of Oklahoma
Oklahoma City
Wed Feb 22 13:30:47 CST 2017

BMO Harris Bank N.A.
c/o Stewart E. Field
6440 S. Lewis Ave., Suite 100
Tulsa, OK 74136-1039

Joe Brown Leasing, Inc.
P.O. Box 1669
Ardmore, OK 73402-1669

Landmark Bank, N.A.
Mike Mordy
110 West Main Street
PO Box 457
Ardmore, OK 73402-0457

USBC Western District of Oklahoma
215 Dean A. McGee
Oklahoma City, OK 73102-3426

BMO Harris Bank N.A.
c/o Stewart E. Field, OBA #2891
6440 S. Lewis Avenue, Suite 100
Tulsa, OK 74136-1039

CAT FINANCIAL SERVICES CORP.
2120 WEST END AVE NASHVILLE TN 37203

Greenwich Insurance Company
c/o Timothy W. Brink
Meltzer Purtill & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, IL 60606-6701

JOE BROWN COMPANY, INC. P.O. BOX 1669
ARDMORE OK 73402-1669

JOE BROWN HOLDING, INC. P. O. BOX 1669
ARDMORE OK 73402-1669

Landmark Bank, n.a.
c/o Mike Mordy
P.O. Box 457
Ardmore, OK 73402-0457

MARK MONROE
C/O DAVID M. CURTIS
381 CASA LINDA PLAZA #103
DALLAS TX 75218-3471

MERCEDES BENZ FINANCIAL SERVICES USA LLC
13650 HERITAGE PKWY
FORT WORTH TX 76177-5323

Mercedes-Benz Financial Services USA, LLC
c/o Randall P. Mroczynski, Esq.
COOKSEY, TOOLEN, GAGE, DUFFY & WOOG
535 Anton Boulevard, 10th Floor
Costa Mesa, CA 92626-1947

PEOPLE'S CAPITAL & LEASING
255 BANK STREET
WATERBURY CT 06702-2228

Summit Truck Group
Underwood Law Firm
c/o Rodger S Cox
PO Box 9158
Amarillo, TX 79105-9158

Summit Truck Group
c/o Bruce Bishop, CFO
1825 Lakeway Drive, Suite 700
Lewisville, TX 75057-6047

Timothy W. Brink
Meltzer Purtill & Stelle LLC
300 South Wacker Drive
Suite 2300
Chicago, IL 60606-6701

U.S. SMALL BUSINESS ADMINISTRATION
14925 KINGSPORT ROAD
FORT WORTH TX 76155-2243

United States Trustee
United States Trustee
215 Dean A. McGee Ave., 4th Floor
Oklahoma City, OK 73102-3479

Beauchamp M. Patterson
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211 North Robinson
Two Leadership Square - 10th Floor
Oklahoma City, OK 73102

Douglas N. Gould
6303 Waterford Blvd Suite 260
Oklahoma City, OK 73118-1118

Mark Monroe
c/o Mitchell & Hammond
512 NW 12th Street
Oklahoma City, OK 73103-2407

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Caterpillar Financial Services Corporation

(d)JOE BROWN HOLDING, INC. P.O. BOX 1669
ARDMORE OK 73402-1669

(u)DAVID R. PAYNE

End of Label Matrix	
Mailable recipients	22
Bypassed recipients	3
Total	25